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(CJU 1655)

Stewart

IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

C. Craig Cole and Ruby Cole,
husband and wife,

Plaintiffs,

vs.

West American Insurance Company,
SafeCo Insurance Company,
Liberty Mutual Insurance Company,
Ohio Casualty Insurance Company, and
America First Insurance Company,

Defendants.

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) Case No.: _____

)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

MAR 21 2014

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PETITION

COME NOW the Plaintiffs, C. Craig Cole and Ruby Cole, and for cause of action against West American Insurance Company, SafeCo Insurance Company, Liberty Mutual Insurance Company, Ohio Casualty Insurance Company and America First Insurance Company, state:

I.

The Plaintiffs are residents of Edmond, located in Oklahoma County.

II.

Defendant, West American Insurance Company, is a corporation incorporated under



the laws of the state of Indiana.

III.

Defendant, SafeCo Insurance Company, is a corporation incorporated under the laws of the state of New Hampshire.

IV.

Defendant, Liberty Mutual Insurance Company, is a corporation incorporated under the laws of the state of Massachusetts.

V.

Defendant, Ohio Casualty Insurance Company, is a corporation incorporated under the laws of the state of New Hampshire.

VI.

Defendant, America First Insurance Company, is a corporation incorporated under the laws of the state of New Hampshire.

FIRST CAUSE OF ACTION

VII.

Plaintiffs entered into a contract of insurance with the Defendant, West American Insurance Company to provide homeowners insurance for the residence located at 2700 Trail Creek Road, Edmond, Oklahoma.

VIII.

On or about May 29, 2012, Plaintiffs' property was damaged as a result of a hail

storm.

IX.

Plaintiffs submitted a claim to Defendant, West American Insurance Company, for damages resulting from the hail storm.

X.

The Defendants, SafeCo Insurance Company, Liberty Mutual Insurance Company, Ohio Casualty Insurance Company, and America First Insurance Company, and each of them, participated in the adjustment of Plaintiffs' claim.

XI.

The Defendant, West American Insurance Company, breached its contractual obligations with the Plaintiffs under the terms and conditions of the insurance contract by failing to pay Plaintiffs all benefits to which they were entitled under the terms and conditions of the policy.

XII.

As a result of the breach of contract by West American Insurance Company, Plaintiffs sustained damages in excess of \$31,051.36, exclusive of attorney's fees.

SECOND CAUSE OF ACTION

Plaintiffs adopt and re-allege Paragraphs I through XII above and for further claim against the Defendant, West American Insurance Company, states:

XIII.

Defendant, West American Insurance Company, owed a duty to Plaintiffs to deal fairly and in good faith.

IXX.

Defendant, West American Insurance Company, breached its duty to deal fairly and deal in good faith by:

- a. Failing to pay for the property damage sustained by Plaintiffs as a result of the May 29, 2012, hail storm in accordance with the terms and conditions of their insurance policy;
- b. Withholding benefits to the Plaintiffs under the terms and conditions of their insurance policy in violation of the Unfair Claims Settlement Practices Act;
- c. Misrepresenting the terms and conditions of the insurance policy to the Plaintiffs;
- d. By persuading the Plaintiffs to demand appraisal under the terms and conditions of the policy;
- e. By attempting to achieve an outcome driven result in the appraisal process;
- f. By using the appraisal process to delay resolution of the claim to the Plaintiffs' detriment;
- g. By engaging in an outcome oriented investigation of Plaintiffs' claim designed to reduce the amount of money paid to the Plaintiffs;

h. Causing Plaintiffs to retain counsel to recover insurance benefits to which they were entitled under the terms and conditions of their policy.

XX.

The Defendants, and each of them, conspired to pursue an outcome oriented investigation of Plaintiffs' claims to reduce the amount of benefits paid to them.

XXI.

As a result of the Defendants' conduct, the Plaintiffs have sustained financial loss, mental and emotional distress, and other damages in excess of \$75,000, exclusive of attorney's fees, costs and interest.

XXII.

The Defendants' conduct was intentional, wilful, malicious, and in reckless disregard of the rights of the Plaintiffs so as to warrant the imposition of punitive damages.

WHEREFORE, Plaintiffs pray for judgment over and against the Defendants, West American Insurance Company, in the amount of \$31,051.36, together with all costs, interest and attorney's fees. Plaintiffs further pray for judgment over and against the Defendants, West American Insurance Company, SafeCo Insurance Company, Liberty Mutual Insurance Company, Ohio Casualty Insurance Company and America First Insurance Company, for compensatory damages in an amount in excess of \$75,000. Plaintiffs further pray for Judgment against the Defendants, and each of them, for punitive damages in an amount in excess of \$75,000.

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ATTORNEY FEES CLAIMED
JURY TRIAL DEMANDED